

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

GOULSTON & STORRS PC,

Plaintiff,

v.

PHILIP PROUJANSKY,

Defendant.

Case No.: 1:23-cv-10290-ER

**STIPULATION AND ORDER OF
DISMISSAL WITHOUT PREJUDICE**

WHEREAS, on or about November 22, 2023, Plaintiff Goulston & Storrs PC (“Plaintiff”) commenced the above-captioned action (the “Action”) seeking to recover damages based upon Defendant Philip Proujansky’s (“Defendant”) alleged failure to pay certain of Plaintiff’s outstanding invoices;

WHEREAS, the Parties entered into a Settlement Agreement to resolve the claims asserted in the Action;

WHEREAS, the Parties jointly request that the Court retain jurisdiction to enforce the Settlement Agreement to avoid the time and expense of a separate plenary action related to the Settlement Agreement; and


NOW THEREFORE, Plaintiff and Defendant, by and through their undersigned counsel, stipulate and agree as follows:

1. Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, the Action is dismissed without prejudice and without costs or attorneys’ fees to any party.
2. The Court shall retain jurisdiction over this Action for the sole purpose of enforcing compliance with the terms of the Settlement Agreement.

3. This Stipulation may be signed in one or more counterparts, each of which shall be deemed an original. This Stipulation may be executed by facsimile or electronic signature, and a facsimile or electronic signature shall constitute an original for all purposes.


GOULSTON & STORRS PC

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Dated: March 12, 2024
New York, New York

SO ORDERED: 

Hon. Edgardo Ramos, U.S.D.J.

March 13, 2024
New York, New York